

## (B) JURISDICTION OF COURT.

IN A PROCEEDING UNDER THIS SECTION, A COURT HAS JURISDICTION TO GRANT TO THE ATTORNEY GENERAL, WITHOUT BOND OR OTHER UNDERTAKING, A PROHIBITORY OR MANDATORY INJUNCTION AS THE FACTS MAY WARRANT, INCLUDING TEMPORARY RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS TO PREVENT PAYMENTS UNDER A NOTORIETY OF CRIMES CONTRACT THAT VIOLATES PART II OF THIS SUBTITLE.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 27, § 854(p).

Defined terms: "Notoriety of crimes contract" § 11-621  
"Person" § 1-101

## 11-633. PROHIBITED ACTS.

## A PERSON MAY NOT:

- (1) CONCEAL THE EXISTENCE OF A NOTORIETY OF CRIMES CONTRACT;  
OR  
(2) EXCEPT AS OTHERWISE PROVIDED IN PART II OF THIS SUBTITLE, MAKE OR RECEIVE PAYMENTS UNDER A NOTORIETY OF CRIMES CONTRACT.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 27, § 854(d).

In this section, the former references to a contract "described in subsection (b) of this section" are deleted in light of the defined term "notoriety of crimes contract".

The Criminal Procedure Article Review Committee notes, for consideration by the General Assembly, that the prohibited acts of concealing the existence of and making or receiving payments under a notoriety of crimes contract do not carry a penalty.

Defined terms: "Notoriety of crimes contract" § 11-621  
"Person" § 1-101

GENERAL REVISOR'S NOTE TO PART: The Criminal Procedure Article Review Committee notes, for consideration by the General Assembly, that this Part revises Art. 27, § 854 of the Code, which is based on New York's "Son of Sam" law. The U.S. Supreme Court found the New York law to be unconstitutional in *Simon and Schuster v. New York Crime Victims Board*, 112 S. Ct. 501 (1991), and § 854 was subsequently amended to address the concerns raised by the Supreme Court.

In *Curran v. Price*, 334 Md. 149 (1991), however, the Maryland Court of Appeals strongly suggested that § 854 still suffered from many constitutional flaws.

First, the Court noted that a notoriety of crimes contract is defined in terms of